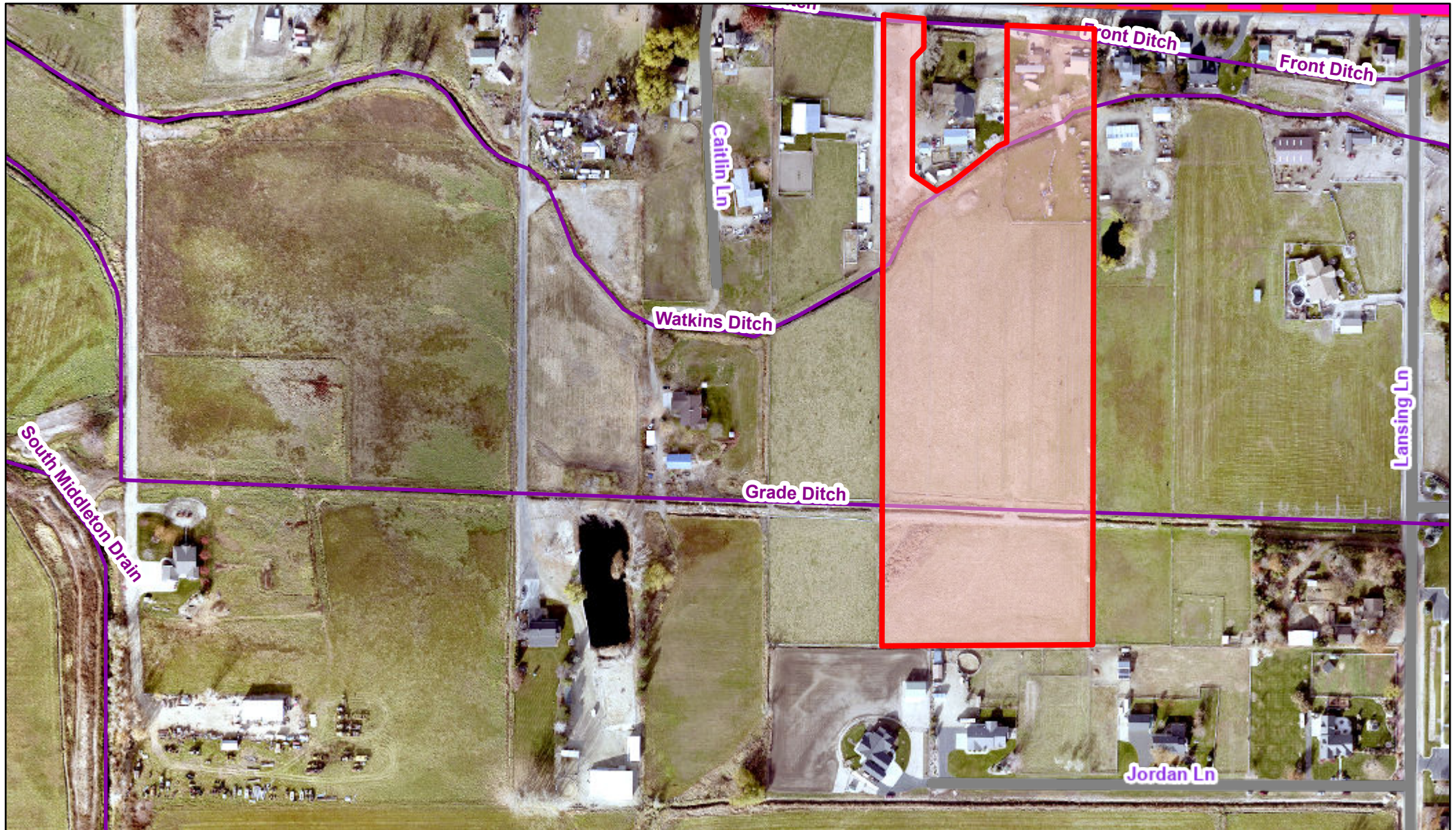


Canyon County, ID Web Map



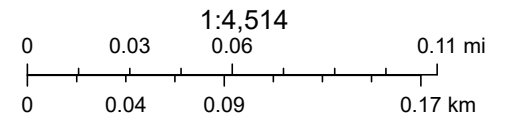
5/2/2023, 11:32:03 AM

- Multiple Parcel Search _Query result
- Hydro_NHDFlowline
- CanyonCountyRoads
- Hwy

- Roads
- ITDFunctionalClassification
- Major Collector
- Other Principal Arterials

Canyon County Imagery_2019

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Canyon County, ID

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | COMPASS | Nampa GIS | City of Nampa |

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: AG DEVELOPMENT, LLC
	MAILING ADDRESS: 14089 N. UPLAND HILLS WAY, BOISE, ID 83714
	PHONE: 808.990.0551 EMAIL: andrew@petersonbuild.com

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: [Signature]

Date: 12/15/21

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: <u>Jeff Hatch</u>
	COMPANY NAME: _____
	MAILING ADDRESS: _____
	PHONE: _____ EMAIL: _____

SITE INFO	STREET ADDRESS: 9145 HWY 44, MIDDLETON, ID 83644
	PARCEL #: R33952010 0 LOT SIZE/AREA: 11.413 ACRES
	LOT: _____ BLOCK: _____ SUBDIVISION: _____
	QUARTER: _____ SECTION: _____ TOWNSHIP: _____ RANGE: _____
	ZONING DISTRICT: AGRICULTURAL FLOODZONE (YES/NO): YES

HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE <input type="checkbox"/> COMP PLAN AMENDMENT <input checked="" type="checkbox"/> CONDITIONAL REZONE
	<input type="checkbox"/> ZONING AMENDMENT (REZONE) <input type="checkbox"/> DEV. AGREEMENT MODIFICATION <input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT <input type="checkbox"/> VACATION <input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION <input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION <input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION <input type="checkbox"/> EASEMENT REDUCTION <input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT <input type="checkbox"/> HOME BUSINESS <input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME <input type="checkbox"/> TEMPORARY USE <input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____

CASE NUMBER: <u>R22021-0061</u>	DATE RECEIVED: _____
RECEIVED BY: _____	APPLICATION FEE: CK MO CC CASH



October 6, 2022

Canyon County
Development Services Department
111 North 11th Avenue #140
Caldwell, ID 83605

RE: Conditional Rezone Application for 9145 ID-44, Middleton, ID 83644

Dear Commissioners and Staff,

AG Development LLC, an Idaho Limited Liability Company and its Managers, Andrew Peterson and Greg Marshall, are submitting an application for a Conditional Rezone for 9145 ID-44 in Middleton.

Project Information:

Parcel #: R33952010
Site Area: 11.413 acres
Flood Zone: Yes, 780 Flood Control District #10
Existing Zone: Agricultural
Proposed Zone: C2 – Commercial
Existing Use: Agricultural/Residential
Proposed Uses: Approximately 65,000 sf Office/ Retail Multi-Tenant buildings.
Approximately 137,000 sf RV & Self- Storage Units with 1,200 sf Management Office and Dump/Wash Station

Development Overview

- Our property is currently in unincorporated Middleton, ID.
- We have signed a Consent to Annexation and Utility Corridor with Middleton. We have preserved a utility corridor for Middleton upon annexation.
- We received a communication from Roberta Steward, Planning & Zoning Official stating that they are in support of our project and have no objections.
- While we are designing the entire project to tie into city services, they are not necessary for us to complete our project. We will have the necessary infrastructure that will allow us to move forward with construction, regardless of being annexed by the City of Middleton.

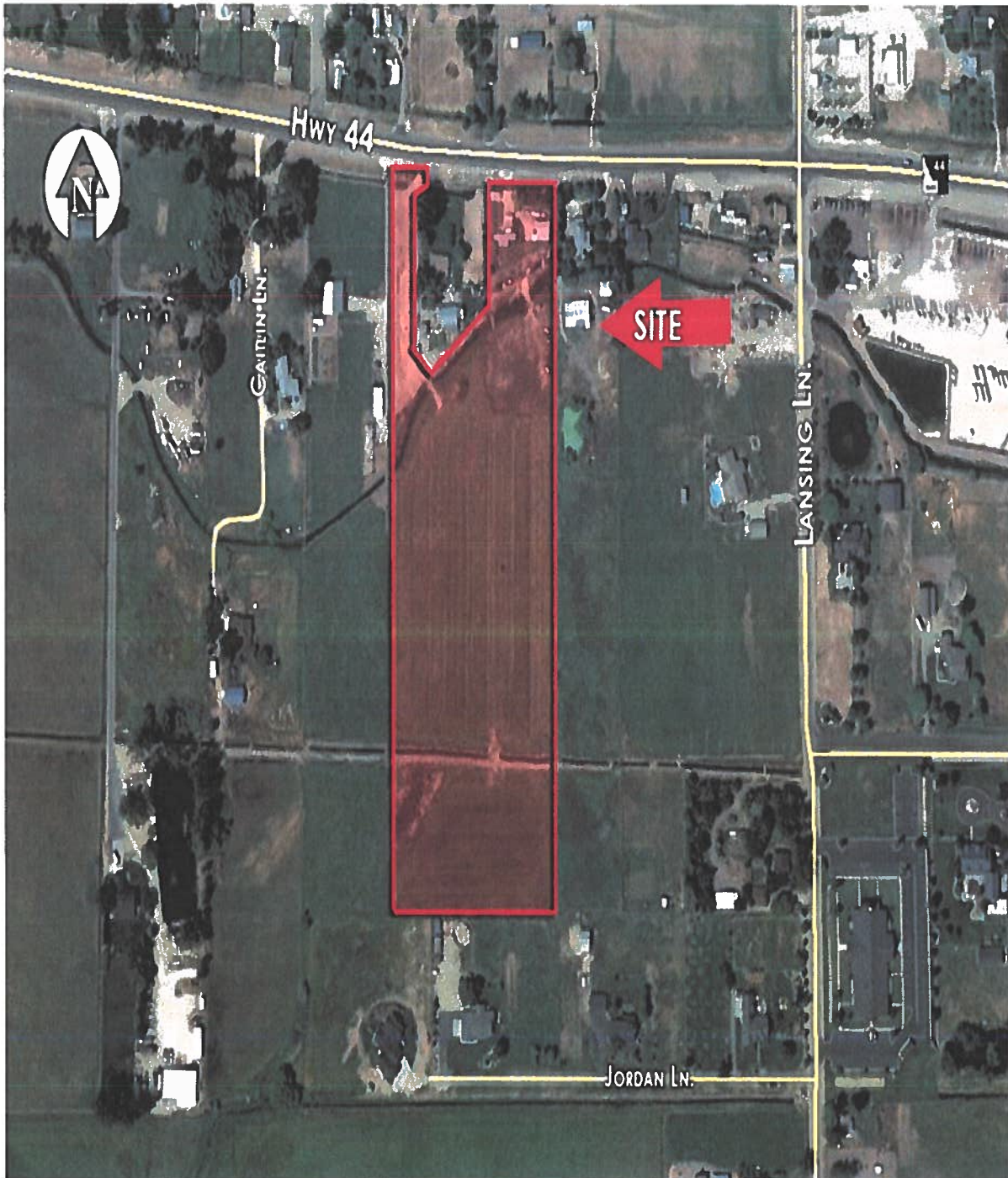
Septic

- The property has an existing septic system on the north end of the parcel.
- The only restroom for the Self-Storage site will be in the management office
- We have engaged with Southwest District Health and KM Engineering to determine necessary capacities.
- Our systems will be able to accommodate all of the wastewater we are expecting.

Water / Fire Suppression

- We are working with fire authorities to establish an emergency fire lane and emergency exiting. Also, we will work with fire department authorities to allow for fire suppression.

Location





Project Summary:

AG Development, LLC is proposing to demolish a mobile home and storage shed on the site to provide new construction. There will be two types of buildings that will provide facilities and business opportunities for the immediate area:

- Office/ Retail Multi-Tenant buildings at the north portion of the property (roughly 65,000 sf of usable space)
- RV and Self-Storage at the south portion of the property (roughly 137,000 sf of usable space)

A Conditional Rezone is required to continue the development of the property.

Canyon County's Comprehensive Plan calls for commercial uses along the frontage of ID-44. The City of Middleton's Future Land Use Map depicts a mixed-use corridor along ID-44 with Special Residential Areas on both sides. The "Special Area" designation requires a mandatory public-record disclosure stating: "Cost of development and flood hazard insurance may be higher because land is now, or in the future may be, in flood areas and/or high ground water areas." We have been working closely with the City of Middleton to provide a proposal to support both the County's and Middleton's overall goals.

Part of our long-term goal is to become integrated with Middleton's community. We are currently in talks with the City of Middleton regarding tying into City sewer, water, and utility services. Middleton has requested a Pre-Annexation Agreement from AG Development, LLC, and we have entered into this agreement, based upon their verbal approval of our Proposed Site Plan. Additionally, our Proposed Site Plan has located future utility corridors based on input from Middleton's City Engineer. Future buildings have been positioned in a manner to support the infrastructure needed to sustain our development.

Our team has also been working closely with Idaho Transportation Department (ITD) and we have received approval for commercial access to the property. Per the attached site plan, entrance to the property will be located at the west side of the eastern 44 frontage area. The neighbor's easement at 9181 Highway 44 will remain at the west and we will remove our access from that location.

Office/ Retail Multi-Tenant buildings Along the ID-44 frontage on the east side and within the center of the property, approximately 4.5 acres will be dedicated for Office/ Retail Multi-Tenant buildings. This asset class is being developed to accommodate the City of Middleton's desire to provide services for residents as well as places for small business owners to run their businesses.

Office/ Retail Multi-Tenant buildings Along the ID-44 frontage on the east side and within the center of the property, approximately 4.5 acres will be dedicated for Office/ Retail Multi-Tenant buildings. This asset class is being developed to accommodate the City of Middleton's desire to provide services for residents as well as places for small business owners to run their businesses.

These buildings will provide customizable space for a variety of businesses. Our design objective is to establish an attractive and functional site arrangement with high quality landscape design which provides an efficient and pleasant work environment. Building construction may vary from Pre-Engineered Metal Buildings to conventional steel frame structures.



- These buildings are often called “flex” buildings due to their multi-purpose uses. They are single story with higher ceilings.
- Tenants attracted to these buildings include cabinet makers, research & development firms, professional services, plumbing, tech companies, etc.

RV / Self Storage

At the rear of the property, approximately 6.4 acres will accommodate self-storage units, designed to attract tenants to store their RVs, boats, classic cars, etc. A highly attractive and inviting Management Office Building will serve as a sales center for unit rentals as well as providing a hub for ancillary products and services. A convenient Wash/Dump Station will be a welcome amenity for its users.

A gated entry will separate the property between the two uses providing additional security for self-storage tenants. A detailed list of terms and conditions for tenants will ensure the proper use of the facilities along with appropriate hours of operation for the amenities being provided. 24-hour video surveillance will ensure the proper use of the facilities. The architecture will mimic the Office/ Retail Multi-Tenant building look and feel and will comply with Design Requirements set forth in the municipal code.



Security for our facility will be a high priority. We will utilize:

- Keypad and access control hardware
- Slide Gate
- Lighting and motion sensors
- Climb Resistant property fencing

NOTE : It is illegal to sleep overnight in a storage facility. All Tenants leases state this.





SIGNAGE

Attractive Monument Signage will feature the project name and tenants and be code compliant.

RV & Self Storage

- Construction is light gauge steel
- Management Office
- Wide Drive Aisles
- 24 Hr. Security
- Dump Station
- RV storage units range ave. size is 14' wide x 40' high
- Self Storage units, ranging form 5' x 10' to 11' x 30'





-Landscaping around the perimeter will include a combination of drought-tolerant and traditional plants and ground cover.

-We will be consulting with our architect and an arborist for tree and plant selection but anticipate the inclusion of trees that are drought tolerant and have eye catching foliage.

-Trees under consideration are Autumn Maple Blaze, Canada Red Chokeberry, Sensation Maple and River Birch

Being cognizant and respectful of our neighbors, we will install fencing along our property line consistent with all codes and building standards. Additionally, our site lighting will be designed in a manner to shield adjacent properties from unnecessary light spreading onto their buildings. Our intent is to provide much needed commercial places of operations to the community with little disruption to the surrounding neighborhood.

Canyon County Municipal Code 07-06-07: Conditional Rezone: Section (6) Conditional Rezone Approval:

- A. Standards Of Evaluation: The presiding party shall review the particular facts and circumstances of the proposed conditional rezone. The presiding party shall apply the following standards when evaluating the proposed conditional rezone:
 1. Is the proposed conditional rezone generally consistent with the comprehensive plan?
 - a. Yes, Canyon County's comprehensive plan calls for commercial uses on our property; the City of Middleton's future land use plan calls for mixed use development on our property.
 2. When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?
 - a. Yes, our property is not currently being used as Agricultural and there are no plans to provide agricultural use on the property.

3. Is the proposed conditional rezone compatible with surrounding land uses
 - a. Yes, per Canyon County's current zoning map, there are several C1 and C2 Commercially zoned properties within close vicinity to our property.
4. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?
 - a. No, the proposed conditional rezone is within the commercial overlay zone developed jointly by the city of Middleton and Canyon County. Our meetings with the City of Middleton's mayor and Middleton's planning department helped direct our development plans to include both self-storage and office/ retail multi-tenant mix.
 - b. City annexation will not be necessary to complete our project. We have the ability to construct a complete development, including septic, water, utilities, fire.
 - c. Our project will enhance the character of the area with new construction and will spearhead the County's and Middleton's future growth consistent with the comprehensive plans.
5. Will adequate facilities and services including sewer, water, drainage, irrigation, and utilities be provided to accommodate proposed conditional rezone?
 - a. Yes, we have been working with the City Engineer from Middleton to locate and determine future facilities and services.
6. Does the proposed conditional rezone require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns? What measures have been taken to mitigate traffic impacts?
 - a. No, public street improvements are not required to provide adequate access. The existing driveway will be updated to current ITD standards. Final design will be coordinated with ITD as required.
7. Does legal access to the subject property for the conditional rezone exist or will it exist at time of development?
 - a. Legal access to the subject property currently exists and will remain.
8. Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire, and emergency medical services? What measures will be implemented to mitigate impacts? (Ord. 16-007, 6-20-2016)
 - a. New construction will include fire life safety measures as well as security measures to minimize impact to local police, fire, and emergency services. Schools will not be affected with this development. Any required impact fees will be assessed and funded upon final building permit issuance(s).

We appreciate the opportunity to be part of both Canyon County's and Middleton's growing community and respectfully request approval of a Conditional Rezone as the first step in an ongoing relationship with both agencies.

Please don't hesitate to contact me at 208/ 917-2822 or andrew@petersonbuild.com

Sewer / water / Utility Easements & Proposed Corridor

RE: Parcel 33952010 - 9145 Hwy 44, Middleton

External

_Inbox/#HWY 44 - Idaho Storage Condos LLC

R

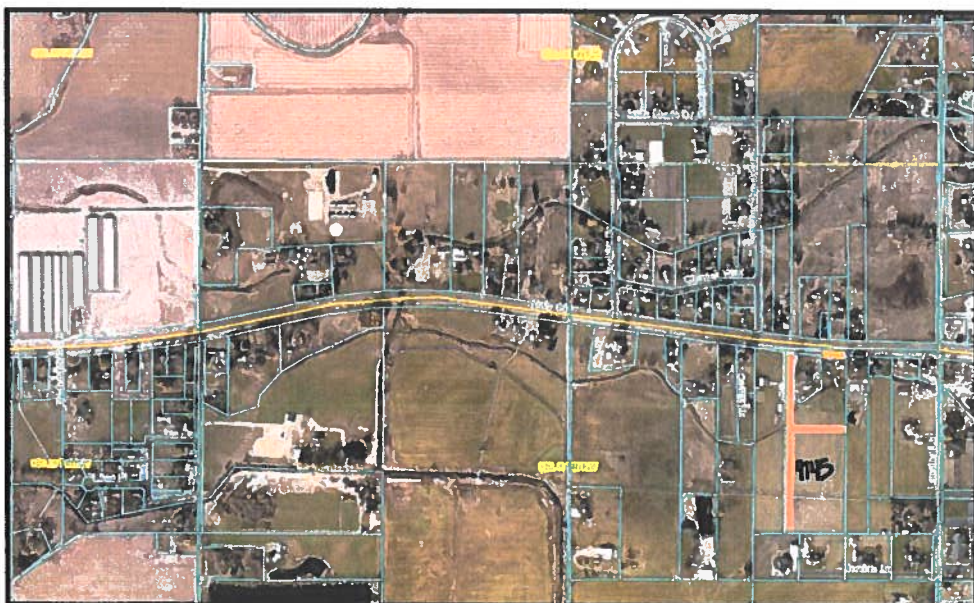
Roberta Stewart <rstewart@middletoncity.com>

Sep 15,
2022, 10:52
AM

to andrew, jf83669@gmail.com, me

Hi Andrew: City Engineer refined the best locations for your sewer/water/utility easements. **See rudimentary drawing below.** I have also added the proposed corridor to your site plan for more clarity. See attached. That should give you a good basis for your application. As you know, a building cannot be built over a utility line or utility easement, so when you get further down the road, you may have to refine these concepts a little to make sure you don't get in the way of any of your buildings. thanks again for working with us.

Please let your County planner know you're working with us on a pre-annexation agreement. The County encourages these types of agreements, so it should help your application succeed. We can work on the pre-annexation agreement during the next few weeks after you submit your application to the County. We don't have to have it all done beforehand. There's time.



Project Approval Correspondence to Jenna Petroll from Middleton

RE: 9145 Hwy 44 - City of Middleton use

External

_Inbox/#HWY 44 - Idaho Storage Condos LLC

R

Roberta Stewart

Wed, Jan 18, 2:37
PM (12 days ago)

to Jenna, Andrew, me

Hi Jenna: I have spoken with both Mr. Marshall and Mr. Peterson. We are in support of their project; no objections from us. They have been careful to preserve a utility corridor for us in the event we annex them into the City someday. They have also entered into a Pre-Annexation agreement with us. Please let me know if you have any comments or questions.

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

Tele - (208) 585-3133
Fax - (208) 585-9601
rstewart@middletoncity.com

www.middleton.id.gov

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

- 1. DOMESTIC WATER:** ☒ Individual Domestic Well ☐ Centralized Public Water System ☒ City
For storage facility *For flex space*
- ☐ N/A – Explain why this is not applicable: _____
- ☐ How many Individual Domestic Wells are proposed? _____

- 2. SEWER (Wastewater)** ☒ Individual Septic ☐ Centralized Sewer system
For storage facility *For flex space*
- ☐ N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

- ☐ Surface ☒ Irrigation Well ☐ None

4. IF IRRIGATED, PROPOSED IRRIGATION:

- ☒ Pressurized ☐ Gravity

5. ACCESS:

- ☒ Frontage ☒ Easement Easement width 28.00' Inst. # 2004-12156

6. INTERNAL ROADS:

- ☐ Public ☒ Private Road User's Maintenance Agreement Inst # _____

7. FENCING

- ☒ Fencing will be provided (Please show location on site plan)

Type: CHAIN LINK OR CMU Height: 6'-0"

8. STORMWATER:

- ☐ Retained on site ☐ Swales ☐ Ponds ☐ Borrow Ditches

☒ Other: TBD

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

WATKINS DITCH, GRADE DITCH

CR

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- ☐ Residential _____ ☐ Commercial _____ ☐ Industrial _____
☐ Common _____ ☐ Non-Buildable _____

2. FIRE SUPPRESSION:

- ☐ Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- ☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☐ None

NON-RESIDENTIAL USES

1. SPECIFIC USE: SELF-STORAGE UNITS, INDUSTRIAL FLEX WAREHOUSE/OFFICE

2. DAYS AND HOURS OF OPERATION: TBD

- ☐ Monday _____ to _____
☐ Tuesday _____ to _____
☐ Wednesday _____ to _____
☐ Thursday _____ to _____
☐ Friday _____ to _____
☐ Saturday _____ to _____
☐ Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? ☐ Yes If so, how many? _____ ☐ No

4. WILL YOU HAVE A SIGN? ☒ Yes ☐ No ☒ Lighted ☐ Non-Lighted

Height: TBD ft Width: TBD ft. Height above ground: TBD ft

What type of sign: _____ Wall X Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? TBD

Is there is a loading or unloading area? TBD

CR

ANIMAL CARE RELATED USES NA

1. MAXIMUM NUMBER OF ANIMALS: _____

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

☐ Building ☐ Kennel ☐ Individual Housing ☐ Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL

☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System

☐ Other: _____

CR



Notice of Neighborhood Meeting
Conditional Rezone Pre-application requirement for a Public Hearing

July 28, 2022

Dear Neighbor,

We are in the process of applying for a Conditional Rezone to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is not a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit (or other case type) is applied.

The Neighborhood Meeting details are as follows:

Date: Monday August 8, 2022

Time: 3:30pm – 4:00pm

Location: 9145 ID-44, Middleton, ID 83644

Property description: Undeveloped lot surrounding existing residence

The project is summarized below:

Site Location: 9145 ID-44, Middleton, ID 83644

Proposed access: Existing access

Total acreage: Existing 11.41

Proposed lots: 1-2

We look forward to the neighborhood meeting and encourage you to attend. At that time, we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact me at 208.884.2824 x1018 or julie.miller@evstudio.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julie Miller'.

AG Development, LLC
c/o Julie Miller, Project Manager EVstudio

The Neighborhood Meeting details are as follows:

Date: Monday August 8, 2022

Time: 3:30pm – 4:00pm

Location: 9145 ID-44, Middleton, ID 83644

Property description: Undeveloped lot surrounding existing residence



NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 9145 HIGHWAY 44	Parcel Number: APN 3395201000	
City: MIDDLETON	State: ID	ZIP Code: 83644
Notices Mailed Date: 07/28/2022	Number of Acres:	Current Zoning:
Description of the Request: CONDITIONAL REZONE FROM AGRICULTURE TO COMMERCIAL		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: JULIE MILLER		
Company Name: EVstudio		
Current address: 725 E. 2ND ST		
City: MERIDIAN	State: ID	ZIP Code: 83642
Phone: 208.884.2824 X1018	Cell: [REDACTED]	Fax:
Email: julie.miller@evstudio.com		

MEETING INFORMATION

DATE OF MEETING: 08/08/2022	MEETING LOCATION: 9145 ID-44, MIDDLETON, ID 83644	
MEETING START TIME: 3:30PM	MEETING END TIME: 4 PM	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. LONNIE DODD	[Signature]	9094 JORDAN CT.
2. JANNY ORRILL	[Signature]	9210 JORDAN CT
3. CARYN HUMPHREY	[Signature]	9210 JORDAN ST
4. ANDREA ROSS	[Signature]	9144 HWY 94
5. STEVE HAMMONS	[Signature]	9156 JORDAN LN
6. SPENCER FERRELL	[Signature]	9145 HWY 44
7.		
8.		
9.		

CP
Revised 11/25/2


10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

BY STUDIO c/o JULIE MILLER

APPLICANT/REPRESENTATIVE (Signature): 

DATE: 08 / 08 / 22

CR



0004693117

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***CERTIFICATE OF ORGANIZATION LIMITED****LIABILITY COMPANY**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$100.00

*For Office Use Only***-FILED-**

File #: 0004693117

Date Filed: 4/8/2022 5:52:09 PM

Certificate of Organization Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100)

1. Limited Liability Company Name

Type of Limited Liability Company

Limited Liability Company

Entity name

AG Development, LLC

2. The complete street address of the principal office is:

Principal Office Address

14089 N. UPLAND HILLS WAY
BOISE, ID 83714

3. The mailing address of the principal office is:

Mailing Address

14089 N UPLAND HILLS WAY
BOISE, ID 83714-2226

4. Registered Agent Name and Address

Registered Agent

Registered Agent

Andrew James Peterson

Physical Address:

14089 N. UPLAND HILLS WAY
BOISE, ID 83714

Mailing Address:

14089 N UPLAND HILLS WAY
BOISE, ID 83714-2226☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Andrew James Peterson	14089 N. UPLAND HILLS WAY BOISE, ID 83714
Greg Marshall	9217 W. MIRROR POND DR. BOISE, ID 83714

Signature of Organizer:

Andrew James Peterson

Sign Here

04/08/2022

Date

B0700-0035 04/08/2022 5:53 PM Received by ID Secretary of State Lawrence Denney

CR



AFTER RECORDING MAIL TO:

Jesse Ferrer and LeaAnn Ferrer
9145 Hwy 44
Middleton, ID 83644

A.P.N.: 33952010 0

File No. 4106-3835428 (TD)

DEED OF TRUST

THIS DEED OF TRUST, made this **Twenty-seventh day of June, 2022**, between **AG Development LLC, an Idaho limited liability company**, as GRANTOR(S), whose address is **14089 N. Upland Hills Way, Boise, ID 83714**, and **First American Title Insurance Company, a Nebraska Corporation**, as TRUSTEE, whose address is **2150 S Bonito Way, Ste 100, Meridian, ID 83642**, and **Jesse Ferrer and LeaAnn Ferrer**, as BENEFICIARY, whose address is **9145 Hwy 44, Middleton, ID 83644**;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Canyon**, State of **Idaho**, described as follows and containing not more than **80** acres:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

This parcel is a portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

thence North 89° 52' 58" East along the south boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 227.00 feet to the TRUE POINT OF BEGINNING;

thence North 00° 21' 44" East parallel with the west boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1296.02 feet to a point on the southerly right-of-way of Idaho State Highway 44;

thence traversing said right-of-way as follows:

along a curve to the left having a central angle of 00° 49' 30" a radius of 5789.58 feet, an arc length of 83.37 feet and a long chord which bears South 84° 12' 59" East a distance of 83.37 feet;

thence leaving said right-of-way and bearing South 00° 21' 44" West parallel with the west boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 60.00 feet;

thence South 44° 57' 43" West a distance of 32.75 feet;

thence South 00° 21' 44" West parallel with the west boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 236.67 feet;

thence South 55° 33' 35" East a distance of 60.70 feet to a point on the centerline of a drain as it now exists;

CR

thence traversing said centerline as follows:

North 59° 25' 16" East a distance of 39.34 feet;

North 52° 12' 04" East a distance of 117.03 feet;

North 66° 06' 28" East a distance of 20.04 feet;

thence leaving said centerline and bearing North 00° 21' 15" East parallel with the east boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 240.10 feet to a point on the southerly right-of-way of said Idaho State Highway 44;

thence traversing said right-of-way as follows:

along a curve to the left having a central angle of 01° 46' 58", a radius of 5789.58 feet, an arc length of 180.14 feet and a long chord which bears South 87° 26' 53" East a distance of 180.13 feet to a point on the east boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

thence leaving said right-of-way and bearing South 00° 21' 15" West along said east boundary a distance of 1264.49 feet to the southeast corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

thence South 89° 52' 58" West along the south boundary of said W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 434.47 feet to the TRUE POINT OF BEGINNING.

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TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **One Million dollars (\$1,000,000.00)**, final payment due **July 1, 2023** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight percent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which new Trustee or Trustees shall succeed to all of the powers and duties of the trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

AG Development LLC, an Idaho limited liability
company

By: _____
Name: Andrew Peterson
Title: Manager

STATE OF Idaho)
ss.
COUNTY OF Ada)

This record was acknowledged before me on _____ day of June, 2022 by Andrew Peterson as Manager of
AG Development LLC.

Signature of Notary Public
My Commission Expires: _____

CR

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Deed of Trust - continued

File No.: 4106-3835428 (TD)

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST	
_____	Idaho _____ 20 _____
To: _____	Trustee
You are hereby authorized and requested to execute a reconveyance hereunder and deliver same	

The undersigned hereby certified that _____	
Are the owner(s) and holder(s) of the debt mentioned in said Deed of Trust and that the same has never been assigned or	
Address: _____	By: _____
_____	By: _____
Telephone No.: _____	

CR

Canyon County Development Services
111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyonco.org

Planning Division Email: zoninginfo@canyonco.org

Receipt Number: 77262

Date: 12/1/2022

Date Created: 12/1/2022

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Jenna Peterson

Comments: RZ2021-0061 Development Agreement

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Development Agreement	RZ2021-0061	\$385.00	\$0.00	\$0.00

Sub Total: \$385.00

Sales Tax: \$0.00

Total Charges: \$385.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Credit Card	: 125318801	\$385.00

Total Payments: \$385.00

ADJUSTMENTS

Receipt Balance: \$0.00

Issued By: clamb

*Amending RZ2021-0061
to CR-RZ*

CR